

STATE OF SOUTH DAKOTA  
OFFICE OF PROCUREMENT MANAGEMENT  
523 EAST CAPITOL AVENUE  
PIERRE, SOUTH DAKOTA 57501-3182

**Parent Aide Program for Sioux Falls Child Protection Services**

PROPOSALS ARE DUE NO LATER THAN 03-11-15 at 5:00 p.m. CST

RFP #145

BUYER: Division of Child  
Protection Services

POC: Mark Close  
Mark.Close@state.sd.us

**READ CAREFULLY**

FIRM NAME: \_\_\_\_\_ AUTHORIZED SIGNATURE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ TYPE OR PRINT NAME: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_  
ZIP (9 DIGIT): \_\_\_\_\_ FAX NO: \_\_\_\_\_  
FEDERAL TAX ID#: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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**PRIMARY CONTACT INFORMATION**

CONTACT NAME: \_\_\_\_\_ TELEPHONE NO: \_\_\_\_\_  
FAX NO: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

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## **1.0 GENERAL INFORMATION**

### **1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)**

The purpose of this request for proposal is to select an offeror for provision of Parent Aide support services to families referred by the Department of Social Services, Division of Child Protection Services when threats of safety are present to children because of concerns of abuse and neglect. The Parent Aide program is part of the continuum of comprehensive support services to families identified to be at high risk for child abuse and neglect. The Parent Aides work directly with each family to provide assistance and support to address the issues that caused the family to be at high risk for abuse and neglect. The services are to be provided to families within the Sioux Falls area (Minnehaha and Lincoln Counties) with the goals of prevention of out-of-home placement of children and family reunification of children who are placed out of the home.

### **1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER**

The Department of Social Services is the issuing office for this document and all subsequent addenda relating to it, on behalf of the State of South Dakota, Division of Child Protection Services. The reference number for the transaction is RFP #145. Refer to this number on all proposals, correspondence, and documentation relating to the RFP.

Please refer to the Department of Social Services website link <http://dss.sd.gov/rfp/index.asp> for the RFP, any related questions/answers, changes to schedule of activities, etc.

### **1.3 LETTER OF INTENT**

All interested offerors are requested to submit a non-binding **Letter of Intent** to respond to this RFP.

While preferred, a Letter of Intent is not mandatory to submit a proposal.

The letter of intent must be received by email in the Department of Social Services by no later than 01/26/15 and must be addressed to Mark Close at [Mark.Close@state.sd.us](mailto:Mark.Close@state.sd.us). Place the following in the subject line of your email: **"Letter of Intent for RFP #145."** Be sure to reference the RFP number in any attached letter or document.

### **1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)**

RFP Publication	<u>01/14/15</u>
Letter of Intent to Respond Due	<u>01/26/15</u>
Deadline for Submission of Written Inquiries	<u>01/30/15</u>
Responses to Offeror Questions	<u>02/09/15</u>
Proposal Submission	<u>03/11/15 by 5:00 p.m. CST</u>
Oral Presentations/discussions (if required)	<u>To Be Announced if Needed</u>
Deadline for Completion of Site Visits (if required)	<u>To Be Announced if Needed</u>
Proposal Revisions (if required)	<u>To be Announced if Needed</u>
Anticipated Award Decision/Contract Negotiation	<u>04/13/15</u>

### **1.5 SUBMITTING YOUR PROPOSAL**

All proposals must be completed and received in the Department of Social Services by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

An original and six (6) identical copies and one (1) digital of the proposal shall be submitted.

All proposals must be signed in ink by an officer of the responder legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title. The words "Sealed Proposal Enclosed" must be prominently denoted on the outside of the shipping container.

**Proposals must be addressed and labeled as follows:**

**Request For Proposal #145 Proposal Due 03/11/15  
South Dakota Department of Social Services  
Attention: Mark Close  
700 Governors Drive  
Pierre SD 57501-2291**

No punctuation is used in the address. The above address as displayed should be the only information in the address field.

No proposal may be accepted from, or any contract or purchase order awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

**1.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

**1.7 NON-DISCRIMINATION STATEMENT**

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

**1.8 MODIFICATION OR WITHDRAWAL OF PROPOSALS**

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

**1.9 OFFEROR INQUIRIES**

Offerors may email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after 01/30/15. Email inquiries must be sent to Mark.Close@state.sd.us with the subject line "RFP #145 Inquiries."

The Department of Social Services will respond to offeror's inquiries by posting the offeror aggregated questions and Department responses on the DSS website at <http://dss.sd.gov/rfp/index.asp> no later than February 9, 2015. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications or amendments to this RFP.

#### **1.10 PROPRIETARY INFORMATION**

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

#### **1.11 LENGTH OF CONTRACT**

Estimated beginning date of the contract is 06/01/15.

Estimated ending date of the contract is 05/31/16 with the option for renewal for one (1) year contract at the discretion of the State of South Dakota.

#### **1.12 GOVERNING LAW**

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the Hughes County, State of South Dakota. The laws of South Dakota shall govern this transaction.

#### **1.13 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)**

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

## **2.0 STANDARD AGREEMENT TERMS AND CONDITIONS**

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as seen in Attachment A.

## **3.0 SCOPE OF WORK**

The Department of Social Services vision is Strong Families – South Dakota's Foundation and Our Future. The Division of Child Protection Services purpose is working together to bring safety, permanency and well-being to families to build a better tomorrow. As part of the Department of Social Services mission to strengthen and support families, the Division of Child Protection Services provides services to families where children can remain safely in the home or children are removed and efforts are made to return the children home (reunification). By providing services to families in the home that need additional support, the Parent Aide Program will assist families by helping parents make behavior changes needed to safely parent their children.

The Parent Aides are assigned to work with families following the completion of the Initial Family Assessment. The Parent Aides are involved with the parents during a time in the parent's life when it is chaotic and an evaluation of safety determines that an in-home safety plan is appropriate. The Parent Aides help to assist needed parental behavior changes during their home visitation. The Parent Aides supports families and encourages parents to take steps to become more protective. Parent Aides respond to needs of the family through parenting education, role modeling, and referrals to community resources.

The estimated number of families to be served per year is averaging around 100. Parent Aides are expected to provide a minimum of weekly visits which would be 1-2 hours per visit. Some cases may require increased visitation per week and additional services based on the family situation and the case plan with the family.

### **3.1 In Home Family Services**

The Parent Aides will be expected to work with parents in the parent's home and assist parents with receiving services from community providers. The services will be guided by the families' needs and the case plan.

Describe in the RFP proposal how the offeror will:

- A. Coordinate the Parent Aides services with the Division of Child Protection Services in Minnehaha and Lincoln counties. Include a main location for the program and how the program will be available to families.
- B. Coordinate and collaborate with the Division of Child Protection Services and other key stakeholders to ensure staff's knowledge of and ability to work with available services.
- C. Improve parenting behavior based on the approach or model that will be used and how it will provide individualized services based on family needs as described in the case plan.
- D. Ensure that the Parent Aide's schedule will meet the needs of the parents, which will sometimes require that services be provided any day of the week outside the normal 8:00 – 5:00 schedule.
- E. Keep the Division of Child Protection Services Family Services Specialists informed of case activity. This should include discussion about routine reports that will be used to update the Family Services Specialists and report that require more immediate contact with the Family Services Specialist.
- F. Keep the Region 6 Regional Manager and the Division of Child Protection Services Parenting Education Program Specialist informed about the program and information related to the following areas:
  - o total number of cases
  - o family demographics
  - o results of closed cases

- program challenges
  - project improvement efforts
  - a narrative summary regarding program progress
  - family/parent aide statistics
  - hours spent with families per parent aide
  - frequency of home visits per family
- G. Maintain case record documents and information.
  - H. Complete assessments to assist parents in meeting the needs of their children in the following areas: maintenance of home; educational, medical, therapy and counseling; parenting skills; social networks; family coping skills, alcohol, drug, and domestic abuse awareness.
  - I. Follow-up with families after the closing of the case.
  - J. Use a quality assurance process to measure policy, procedure, outcomes and success with the Parent Aide program.

### **3.2 Staff Competency**

The offeror will be expected to have staff that will have the knowledge and skill to meet the program responsibilities.

Describe in the RFP proposal how the offeror will:

- A. Ensure staff has a combination of education and experience that is in line with the type of services being provided and the work required under the RFP. If staff do not meet these qualifications upon employment, the vendor must describe a plan for ensuring staff will have the training and educational knowledge for this position.
- B. Ensure staff has the skills, ability and flexibility to work effectively with the population being served.
- C. Ensure staff has an understanding of child development and the dynamics of abuse and neglect. The offeror will understand the law regarding mandates related to reporting of abuse and neglect and will require all staff to report suspected case of child abuse and neglect.
- D. Provide training to the staff that is relevant to the services delivered and ongoing training for staff.
- E. Provide technology to the Parent Aides to communicate with Child Protection Services; both verbally and in writing.
- F. Ensure the staff provides regular contact and more immediate contacts based on case issues with the assigned Division of Child Protection Services' Family Services Specialist for case updates.
- G. Ensure the staff is willing to meet with families independent of the Family Services Specialists as directed by the Division of Child Protection Services.
- H. Provide services as designated in the case plan related to the Parent Aide Program.

### **3.3 Reporting Procedures:**

- A. The offeror will provide the Division of Child Protection Services Region 6 Regional Manager and Parenting Education Program Specialist a monthly report detailing dates and times of services for the Parent Aide Program. The report must include expenditures for the preceding month related to Parent Aide salaries and benefits, supervision, office utilization, supplies, telephone expense, travel expense etc.
- B. The offeror will prepare an Excel spreadsheet for the Parent Aide Program, to include the case name, referring worker, the date and length of services for the month, totals for the number of services, the number of hours accrued during the calendar month, and total amount of time spent with families by each Parent Aide. The offeror will show cost associated with these services.
- C. Payment will be made pursuant to the monthly submission of a report identifying the cost of services provided by the offeror.

#### **4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS**

- 4.1** The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.

In addition to the areas in Section 3, the proposal must include the following:

1. Organizational overview including program background, services and population served by the organization.
  2. Organizational mission statement.
  3. Description of familiarity of the offeror regarding the service area addressed in the proposal (Minnehaha and Lincoln counties).
  4. Demonstrated ability to coordinate with community resources and other organizations.
  5. Demonstrated experience of work with other private or governmental entities, including challenges faced and addressed by the offeror.
  6. Description of the quality assurance process, including the frequency of reviews, which will be used to monitor the effectiveness of the offerors' services.
  7. Describe experience in providing training and/or technical assistance in working with parents, children and families.
  8. Provide an organizational chart showing how staff responsibilities will be distributed and lines of authority. Staff qualifications such as work experience and educational requirements documented for each staff position.
  9. Job descriptions for the following position that are to be included in the RFP:  
Parent Aide position – the delivery of services.  
Supervisor position – provides direction to the Parent Aides and collaborates with the Division of Child Protection Services regarding the Parent Aide program.
- 4.2 Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3** The offeror **MUST** submit a copy of their most recent independently audited financial statements.
- 4.4** Provide the following information related to at least three previous and current service/contracts performed by the offeror's organization which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years:
- a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
  - b. Dates of the service/contract; and
  - c. A brief, written description of the specific prior services performed and requirements thereof.
- 4.5** The offeror must submit information that demonstrates their availability and familiarity with the locale in which the project (s) are to be implemented.

- 4.6 The offeror must detail examples that document their ability and proven history in handling special project constraints.
- 4.7 If an offeror's proposal is not accepted by the State, the proposal will not be reviewed/evaluated.

## 5.0 **PROPOSAL RESPONSE FORMAT**

5.1 An original and six (6) copies shall be submitted.

- 5.1.1 In addition, the offeror must provide one (1) copy of their entire proposal, including all attachments and cost proposal, in PDF electronic format. Offerors may not send the electronically formatted copy of their proposal via email.
- 5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

5.2 All proposals must be organized and tabbed with labels for the following headings:

- 5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.
- 5.2.2 **Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
- 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
  - 5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.
  - 5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP as detailed in Sections 3 and 4. The response should identify each requirement being addressed as enumerated in the RFP.
  - 5.2.3.3 A clear description of any options or alternatives proposed.
- 5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

See section 7.0 for more information related to the cost proposal.

## 6.0 **PROPOSAL EVALUATION AND AWARD PROCESS**

- 6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria listed in order of importance:



- 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
  - 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
  - 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
  - 6.1.4 Proposed project management techniques;
  - 6.1.5 Cost proposal;
  - 6.1.6 Ability and proven history in handling special project constraints, and
  - 6.1.7 Availability to the project locale;
  - 6.1.8 Familiarity with the project locale.
- 6.2** Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3** The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4** The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
- 6.5.1 If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
  - 6.5.2 The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

## **7.0 COST PROPOSAL**

The offeror should submit their proposal for allocation of various expenses associated with providing services to the State within the scope of their proposal. This proposal should include all costs associated with Personnel costs (administration costs, employee salaries and benefits), operating costs (equipment and supplies, printing/publishing/postage, telephone/cell phone/internet, office supplies, insurances, staff travel) and any other expenses that are deemed necessary to perform the services outlined in this proposal. Attachment B is a spreadsheet provided for the completion and submittal of the cost proposal. More than one cost proposal may be submitted. The submitted cost

report used to establish rates shall remain in effect throughout the contract period. The reimbursement rate may be adjusted by any inflationary increases provided by the Legislature.

# Attachment A

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF SOCIAL SERVICES  
DIVISION OF CHILD PROTECTION SERVICES**

**Grant Agreement  
Between**

State of South Dakota  
Department of Social Services  
Division of Child Protection Services  
700 Governors Drive  
Pierre SD 57501-2291

\_\_\_\_\_  
Referred to as Grantee

\_\_\_\_\_  
Referred to as State

The State hereby enters in to an agreement for an award of (Federal) and/or (State) financial assistance to a subrecipient.

1. GRANTEE'S South Dakota Vendor Number is \_\_\_\_; and Grantee's Dun & Bradstreet Universal Numbering System (DUNS) Number is \_\_\_\_\_.
2. PERIOD OF PERFORMANCE:
  - A. This agreement shall be effective as of June 1, 2014 and shall end on May 31, 2015, unless sooner terminated pursuant to the terms hereof.
  - B. This agreement is the result of request for proposal process, RFP #145.
3. BASIS FOR CONTRACT AMOUNTS:  
This grant is made for the purpose of \_\_\_\_\_.

Amount provided by State/Grantor is	\$
Amount matched by Grantee	\$
Total Grant Amount	\$

Dollars provided by State/Grantor consist of the following:

Non-Federal State dollars	\$
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Federal CFDA #	\$
Grant Name	
Agency/Office	

Other	\$
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4. PROVISIONS (add an addendum if needed):

The Grantee agrees to:

- 1.
2. This agreement will involve Protected Health Information (PHI).  
If PHI is involved, a Business Associate Agreement is attached and fully incorporated herein as part of the agreement (refer to attachment) .

The State agrees to:

1. Permit the Grantee a line item budget flex of ten percent (10%). The aggregate of any and all budget flexes will not exceed ten percent (10%) of the total Grant amount as specified in Section 3. This line item flex does not include the category of admin/overhead.

5. PROPERTY MANAGEMENT STANDARDS:

The Grantee agrees to observe Federal Government uniform standards governing the Utilization of property whose cost was charged to a project supported by a Federal grant.

6. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding Department of Social Services' rules, regulations and policies to the Grantee and to assist in the correction of problem areas identified by the State's monitoring activities.

7. LICENSING AND STANDARD COMPLIANCE:

The Grantee agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Grantee's failure to ensure the safety of all individuals served is assumed entirely by the Grantee.

8. ASSURANCE REQUIREMENTS:

The Grantee agrees to abide by all applicable provisions of the following assurances: Federal Funding Accountability and Transparency Act (FFATA), Lobbying Activity, Debarment and Suspension, Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996, Charitable Choice Provisions and Regulations, and American Recovery and Reinvestment Act of 2009 as applicable.

9. RETENTION AND INSPECTION OF RECORDS:

The Grantee agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other, and other information records necessary for reporting and accountability required by the State. The Grantee shall retain such records for six years following termination of the agreement. If such records are under pending audit, the Grantee agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement. State Proprietary Information retained in Grantee's secondary and backup systems will remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Grantee's established record retention policies.

All payments to the Grantee by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this agreement shall be returned to the State within thirty days after written notification to the Grantee.

10. WORK PRODUCT:

Grantee hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, State Proprietary Information, State Data, End User Data, Personal Health Information, and all information contained therein provided to the State by the Grantee in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Grantee without the written consent of the State.

Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Grantee agrees to return all information received from the State to State's custody upon the end of the term of this contract, unless otherwise agreed in a writing signed by both parties.

11. AUDIT REQUIREMENTS:

For nonprofit sub-recipients if the total of all Department of Social Services funding is greater than \$500,000 during the Grantee's fiscal year, the Grantee agrees to submit to the State a copy of an annual entity-wide, independent financial audit. The audit shall be completed and filed with the Department of Social Services by the end of the fourth month following the end of the fiscal year being audited. The audit should be sent to:

Department of Social Services  
Provider Reimbursements and Audits  
700 Governors Drive  
Pierre, SD 57501

For nonprofit sub-recipients if federal funds of \$500,000 or more have been expended by the Grantee during the Grantee's fiscal year the audit shall be conducted in accordance with OMB Circular A-133 by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Audits shall be completed and filed with the Department of Legislative Audit by the end of the fourth month following the end of the fiscal year being audited. For an A-133 audit, approval must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit  
A-133 Coordinator  
427 South Chapelle  
% 500 East Capitol  
Pierre, SD 57501-5070

For either an entity-wide, independent financial audit or an A-133 audit, the Grantee assures resolution of all interim audit findings. The Grantee shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the Department or its' contractor(s) may perform.

Failure to complete audit(s) as required will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely satisfied.

12. COST PRINCIPLES:

Grantee agrees to comply in full with the applicable cost principles as outlined in OMB Circulars A-21 (Cost Principles for Educational Institutions), A-87 (Cost Principles for State, Local, and Indian Tribal Governments), or A-122 (Cost Principles for Non-Profit Institutions). Grantee agrees to establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

13. TERMINATION:

This Agreement may be terminated by either party hereto upon thirty (30) days written notice, and may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

14. FUNDING:

This contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

15. AMENDMENTS:

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

16. CONTROLLING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

17. SUPERCESSION:

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

18. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or renderunenforceable any other provision hereof.

19. IT STANDARDS:

Grantee warrants that the software and hardware developed or purchased for the state will be in compliance with the BIT Standards including but not limited to the standards for security, file naming conventions, executable module names, Job Control Language, systems software, and systems software release levels, temporary work areas, executable program size, forms management, network access, tape management, hosting requirements, administrative controls, and job stream procedures prior to the installation and acceptance of the final project. BIT standards can be found at <http://bit.sd.gov/standards/>.

20. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Grantee, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

21. SUBCONTRACTORS:

The Grantee will not use subcontractors to perform work under this agreement without the express prior written consent of the State. The State reserves the right to reject any person from the contract presenting insufficient skills or inappropriate behavior.

The Grantee will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Grantee will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors. The Grantee is required to assist in this process as needed.

**22. HOLD HARMLESS:**

The Grantee agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Grantee to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

**23. INSURANCE:**

Before beginning work under this Agreement, the Grantee shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Grantee, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Grantee agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Grantee shall furnish copies of insurance policies if requested by the State.

**A. Commercial General Liability Insurance:**

The Grantee shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

**B. Business Automobile Liability Insurance:**

The Grantee shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

**C. Worker's Compensation Insurance:**

The Grantee shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

**D. Professional Liability Insurance:**

The Grantee agrees to procure and maintain professional liability insurance with limit not less than \$1,000,000.

**24. CONFLICT OF INTEREST:**

Grantee agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**25. TERMS:**

By accepting this agreement, the Grantee assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written Approval by the State shall be in violation of the terms of this agreement, and the agreement shall be subject to termination.

**26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:**

Grantee certifies, by signing this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Grantee further agrees that it will immediately notify the State if during the term of this Agreement its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

27. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Grantee by the State. Grantee acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Grantee shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Grantee is held to the same standard of caring in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Grantee shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Grantee; (ii) was known to Grantee without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Grantee without the benefit or influence of the State's information; (v) becomes known to Grantee without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Grantee understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Grantee acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignment performed in the course of this Agreement required security requirements or clearance, the Grantee will be required to undergo investigation.



28. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

_____ Grantee Signature	_____ Date
_____ State- DSS Division Director Virgena Wieseler	_____ Date
_____ State – DSS Deputy Secretary Brenda Tidball-Zeltinger	_____ Date
_____	_____

**State Agency Coding:**

CFDA#	_____	_____	_____	_____
Company	_____	_____	_____	_____
Account	_____	_____	_____	_____
Center Req	_____	_____	_____	_____
Center User	_____	_____	_____	_____
Dollar Total	_____	_____	_____	_____
	_____	_____	_____	_____

DSS Program Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_

DSS Fiscal Contact Person Patty Hanson  
Phone 605 773-3586

Grantee Program Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_  
Grantee Fiscal Email Address \_\_\_\_\_

Grantee Fiscal Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_  
Grantee Fiscal Email Address \_\_\_\_\_

Cost Proposal for Parent Aide Program

# Attachment B.

FUNDING	TOTAL COSTS
<b>Personnel Costs:</b>	
Administrative	
Professional/Program Staff	
Support Staff	
Benefits	
Other: (Describe)	
<b>SUBTOTAL, PERSONNEL COSTS</b>	
<b>Operating Costs:</b>	
Insurance	
Staff Travel	
Education Materials	
Staff Development and Education	
Other Costs: (Describe)	
<b>SUBTOTAL, OPERATING COSTS</b>	
<b>Equipment Costs:</b>	
Equipment and Supplies	
Printing/Publishing/Postage	
Telephone/Cell Phones/Internet	
Office Supplies	
Vehicle Cost and Maintenance	
Other Costs: (Describe)	
<b>SUBTOTAL, EQUIPMENT COST</b>	
<b>Other Costs: (Describe)</b>	
Other Expenses	
Staff recruitment advertising for open positions	
<b>SUBTOTAL, OTHER COSTS</b>	
<b>TOTAL FUNDING REQUEST</b>	